

B 210A (Form 210A) (12/09)

UNITED STATES BANKRUPTCY COURT

Southern District Of New York

In re Lehman Brothers Holdings Inc.,

Case No. 08-13555

PARTIAL TRANSFER OF CLAIM OTHER THAN FOR SECURITY

A CLAIM HAS BEEN FILED IN THIS CASE or deemed filed under 11 U.S.C. § 1111(a). Transferee hereby gives evidence and notice pursuant to Rule 3001(e)(2), Fed. R. Bankr. P., of the transfer, other than for security, of the claim referenced in this evidence and notice.

HBK MASTER FUND L.P.

Name of Transferee

Name and Address where notices to transferee should be sent:

HBK Master Fund L.P.
c/o HBK Services LLC
2101 Cedar Springs Road, Suite 700
Dallas, TX 75201

Phone: (214) 758-6107

Last Four Digits of Acct #: _____

Name and Address where transferee payments should be sent (if different from above):

Phone: _____
Last Four Digits of Acct #: _____

SEA PORT GROUP SECURITIES, LLC

Name of Transferor

Court Claim # (if known): Claim No. 62870

Amount of Claim Transferred: \$3,288,872.27

Date Claim Filed: November 2, 2009

Debtor: Lehman Brothers Holdings Inc.

Phone: _____

Last Four Digits of Acct #: _____

I declare under penalty of perjury that the information provided in this notice is true and correct to the best of my knowledge and belief.

By: /s/ J. R. Smith

Transferee/Transferee's Agent

Date: January 25, 2013

Penalty for making a false statement: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 & 3571.

AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM
LEHMAN PROGRAM SECURITY

TO: THE DEBTOR AND THE BANKRUPTCY COURT

1. For value received, the adequacy and sufficiency of which are hereby acknowledged, **Sea Port Group Securities, LLC** ("Seller") hereby unconditionally and irrevocably sells, transfers and assigns to **HBK Master Fund L.P.** (the "Purchaser"), and Purchaser hereby agrees to purchase, as of the date hereof, (a) an undivided interest, to the extent of the amounts specified in Schedule 1 attached hereto (the "Purchased Claim"), in Seller's right, title and interest in, to and under Proof of Claim Number 62870 filed by or on behalf of FCDB LBU 2009 LLC (the "Proof of Claim") against Lehman Brothers Holdings, Inc., debtor in proceedings for reorganization (the "Proceedings") in the United States Bankruptcy Court for the Southern District of New York (the "Court"), administered under Case No. 08-13555 (JMP) (the "Debtor"), (b) all rights, title and benefits of Seller and any prior seller relating to the Purchased Claim, including without limitation (i) any right to receive cash, securities, instruments, interest, damages, penalties, fees or other property, which may be paid or distributed with respect to the Purchased Claim on or after the trade date of January 9, 2013, (the "Trade Date") (without regard to any recordation requirement imposed by the Debtor) or with respect to any of the documents, agreements, bills and/or other documents (whether now existing or hereafter arising) which evidence, create and/or give rise to or affect in any material way the Purchased Claim, whether under a plan or reorganization or liquidation, pursuant to a liquidation, or otherwise, (ii) any actions, claims (including, without limitation, "claims" as defined in Section 101(5) of Title 11 of the United States Code (the "Bankruptcy Code")), rights or lawsuits of any nature whatsoever, whether against the Debtor or any other party, arising out of or in connection with the Purchased Claim, (iii) any rights and benefits arising out of or in connection with any exhibit, attachment and/or supporting documentation relating to the Purchased Claim, and (iv) any and all of Seller's right, title and interest in, to and under the transfer agreements, if any, under which Seller or any prior seller acquired the rights and obligations underlying or constituting all or a part of the Purchased Claim, but only to the extent related to the Purchased Claim, (c) any and all proceeds of any of the foregoing paid on or after the Trade Date, and (d) the security or securities (any such security, a "Purchased Security" and, collectively, as described in clauses (a), (b), (c), and (d), the "Transferred Claims")) relating to the Purchased Claim and specified in Schedule 1 attached hereto.

The Purchased Claim was transferred from prior seller(s) to Seller as evidenced by docket number(s)34116

2. Seller hereby represents and warrants to Purchaser that: (a) the Proof of Claim was duly and timely filed on or before 5:00 p.m. (prevailing Eastern Time) on November 2, 2009 in accordance with the Court's order setting the deadline for filing proofs of claim in respect of "Lehman Program Securities"; (b) the Proof of Claim relates to one or more securities expressly identified on the list designated "Lehman Programs Securities" available on <http://www.lehman-docket.com> as of July 17, 2009; (c) Seller owns and has good and marketable title to the Transferred Claims, free and clear of any and all liens, claims, set-off rights, security interests, participations, or encumbrances created or incurred by Seller or against Seller; (d) Seller is duly authorized and empowered to execute and perform its obligations under this Agreement and Evidence of Transfer; (e) the Proof of Claim includes the Purchased Claim specified in Schedule 1 attached hereto; (f) Seller has not engaged in any acts, conduct or omissions, or had any relationship with the Debtor or its affiliates, that will result in Purchaser receiving in respect of the Transferred Claims proportionately less payments or distributions or less favorable treatment than other unsecured creditors; (g) prior seller has represented and warranted to Seller that on or about April 17, 2012, prior seller received the first distribution relating to the Transferred Claims totaling the amount of \$118,702.93 (the "First Distribution"), and on or about October 1, 2012, the second distribution relating to the Transferred Claims in the amount of \$80,103.08 (the "Second Distribution") and that other than the First Distribution and Second Distribution, prior seller has not received any payments or distributions, whether directly or indirectly, in respect of the Transferred Claims; (h) Seller has not received any payments whether directly or indirectly in respect of the Transferred Claims; (i) assuming the truth and accuracy of the representations and warranties made by the prior seller, the Notice of Proposed Allowed Claim Amount for the Proof of Claim ("Notice") dated August 24, 2011 (which Seller provided to Purchaser) is true and correct, and Seller did not file, and nor is it aware any prior seller filing, a written response to the Notice per the terms of the Notice; and (j) Seller has not received, nor it is aware of, any objection to the transfer of the Transferred Claim from prior seller to Seller.

3. Seller hereby waives any objection to the transfer of the Transferred Claims to Purchaser on the books and records of the Debtor and the Court, and hereby waives to the fullest extent permitted by law any notice or right to receive notice of a hearing pursuant to Rule 3001(e) of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law, and consents to the substitution of Seller by Purchaser for all purposes in the case, including, without limitation, for voting and distribution purposes with respect to the Transferred Claims. Purchaser agrees to file a notice of transfer with the Court pursuant to Federal Rule of Bankruptcy Procedure 3001(e) including this Agreement and Evidence of Transfer of Claim no later than the third business day after execution of the same. Seller acknowledges and understands, and hereby stipulates, that an order of the Court may be entered without further notice to Seller transferring to Purchaser the Transferred Claims, recognizing Purchaser as the sole owner and holder of the Transferred Claims, and directing that all payments or distributions of money or property in respect of the Transferred Claim be delivered or made to Purchaser.

4. All representations, warranties, covenants and indemnities shall survive the execution, delivery and performance of this Agreement and Evidence of Transfer of Claim and the transactions described herein. Purchaser shall be entitled to transfer its rights hereunder without any notice to or the consent of Seller. Seller hereby agrees to indemnify, defend and hold Purchaser, its successors and assigns and its officers, directors, employees, agents and controlling persons harmless from and against any and all losses, claims, damages, costs, expenses and liabilities, including, without limitation, reasonable attorneys' fees and expenses, which result from Seller's breach of its representations and warranties made herein.

5. Seller shall promptly (but in any event no later than three (3) business days after receipt) remit any payments, distributions or proceeds received by Seller on or after the Trade Date whether from the Debtor or any prior seller in respect of the Transferred Claims to Purchaser. Seller has transferred, or shall transfer as soon as practicable after the date hereof, to Purchaser each Purchased Security to such account, via Euroclear or Clearstream (or similar transfer method), as Purchaser may designate in writing to Seller. This Agreement and Evidence of Transfer supplements and does not supersede any confirmation, any other automatically generated documentation or any applicable rules of Euroclear or Clearstream (or similar transfer method) with respect to the purchase and sale of the Purchased Security.

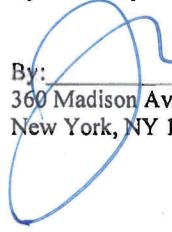
6. Each of Seller and Purchaser agrees to (a) execute and deliver, or cause to be executed and delivered, all such other and further agreements, documents and instruments and (b) take or cause to be taken all such other and further actions as the other party may reasonably request to effectuate the intent and purposes, and carry out the terms, of this Agreement and Evidence of Transfer, including, without limitation, cooperating to ensure the timely and accurate filing of any amendment to the Proof of Claim.

7. Seller's and Purchaser's rights and obligations hereunder shall be governed by and interpreted and determined in accordance with the laws of the State of New York (without regard to any conflicts of law provision that would require the application of the law of any other jurisdiction). Seller and Purchaser each submit to the jurisdiction of the courts located in the County of New York in the State of New York. Each party hereto consents to service of process by certified mail at its address listed on the signature page below.

[Signature Page Follows]

IN WITNESS WHEREOF, this AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM is executed this 17 day of January 2013.

SEA PORT GROUP SECURITIES, LLC
By: The Seaport Group LLC, its sole member

By: 
Jonathan Silverman
General Counsel
360 Madison Avenue, 22nd Floor

New York, NY 10017

HBK MASTER FUND L.P.

By: HBK Services LLC
Investment Advisor

By: 

Name: **Jeffrey D. Estes**
Title: Authorized Signatory

c/o HBK Services LLC
2101 Cedar Springs Road, Suite 700
Dallas, Texas 75201
Telephone: (214) 758-6107
Facsimile: (214) 758-1207
Attention: General Counsel
legal@hbk.com

Schedule 1

Transferred Claims

Purchased Claim

7.8426334% of the Proposed Allowed Claim Amount of proof of claim 62870 which totals an allowed claim amount of USD \$ 3,288,872.27.

Lehman Programs Securities to which Transfer Relates

Proof of Claim Number	ISIN/CUSIP	Issuer	Guarantor	Purchased Principal/Notional Amount in EUR	Coupon	Maturity	Purchased Allowed Amount of Proof of Claim
62870	XS0208459023	Lehman Brothers Treasury Co B.V.	Lehman Brothers Holdings Inc.	EUR €502,000	N/A	30 Dec 2016	USD \$728,080.13
62870	XS0258715456	Lehman Brothers Treasury Co B.V.	Lehman Brothers Holdings Inc.	EUR €200,000	N/A	6 Jul 2016	USD \$286,312.69
62870	CH0027120978	Lehman Brothers Treasury Co B.V.	Lehman Brothers Holdings Inc.	EUR €372,000	N/A	29 Jun 2010	USD \$527,907.35
62870	XS0331533330	Lehman Brothers Treasury Co B.V.	Lehman Brothers Holdings Inc.	EUR €92,000	N/A	21 Nov 2009	USD \$130,557.73
62870	XS0362343930	Lehman Brothers Treasury Co B.V.	Lehman Brothers Holdings Inc.	EUR €69,000	N/A	30 May 2011	USD \$97,918.30
62870	XS0372842202	Lehman Brothers Treasury Co B.V.	Lehman Brothers Holdings Inc.	EUR €250,000	N/A	22 Nov 2012	USD \$368,940.52
62870	XS0345320799	Lehman Brothers Treasury Co B.V.	Lehman Brothers Holdings Inc.	EUR €44,000	N/A	28 Feb 2011	USD \$62,440.65
62870	XS0368298187	Lehman Brothers Treasury Co B.V.	Lehman Brothers Holdings Inc.	EUR €56,000	N/A	28 Jun 2011	USD \$79,807.42
62870	XS0325475084	Lehman Brothers Treasury Co B.V.	Lehman Brothers Holdings Inc.	USD \$108,000	N/A	18 Oct 2010	USD \$108,000.00
62870	XS0334446134	Lehman Brothers Treasury Co B.V.	Lehman Brothers Holdings Inc.	USD \$89,000	N/A	4 Dec 2010	USD \$89,000.00
62870	XS0340222750	Lehman Brothers Treasury Co B.V.	Lehman Brothers Holdings Inc.	USD \$160,000	N/A	23 Jan 2020	USD \$161,941.33
62870	XS0353187478	Lehman Brothers Treasury Co B.V.	Lehman Brothers Holdings Inc.	USD \$201,000	N/A	20 Mar 2018	USD \$203,966.15

Schedule 1-1

62870	XS0345320872	Lehman Brothers Treasury Co B.V.	Lehman Brothers Holdings Inc.	USD	\$108,000	N/A	28 Feb 2011	USD	\$108,000.00
62870	XS0368249487	Lehman Brothers Treasury Co B.V.	Lehman Brothers Holdings Inc.	USD	\$95,000	N/A	28 Jun 2011	USD	\$95,000.00
62870	XS0327687843	Lehman Brothers Treasury Co B.V.	Lehman Brothers Holdings Inc.	USD	\$100,000	N/A	1 Nov 2010	USD	\$100,000.00
62870	XS0329284987	Lehman Brothers Treasury Co B.V.	Lehman Brothers Holdings Inc.	USD	\$110,000	N/A	4 Dec 2010	USD	\$110,000.00
62870	XS0329288384	Lehman Brothers Treasury Co B.V.	Lehman Brothers Holdings Inc.	USD	\$31,000	N/A	4 Dec 2010	USD	\$31,000.00